FILED IN THE COURT OF KING'S BENCH
K. Sandison, Deputy Registrar
Tue Nov 10 2026
08:47:31 (Manitoba Standard Time)

Doc No. 1

File No. CI26-01-59835

File No. CI 26-01-

THE KING'S BENCH
WINNIPEG CENTRE

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF *THE BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 c. B-3, AS AMENDED AND SECTION 55 of *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c. C280

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA,

Applicant,

-and-

10088048 MANITOBA LTD. and the said 10088048 MANITOBA LTD. carrying on business as MANO'S PIZZA, CLEAR LAKE GAS & BIKE RENTALS and UPPER CUP CAFÉ,

Respondents.

NOTICE OF APPLICATION

(FOR APPOINTMENT OF RECEIVER)

HEARING DATE: WEDNESDAY, NOVEMBER 18, 2026 AT 9:00 A.M.
BEFORE THE HONOURABLE JUSTICE CHARTIER

PITBLADO LLP
2500 - 360 Main Street
Winnipeg, Manitoba
R3C 4H6

Catherine E. Howden

Phone No. (204) 956-3532
Fax No. (204) 957-0227
Email. howden@pitblado.com

(File No. 10329.182)

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File No. CI 26-01-

THE KING'S BENCH
WINNIPEG CENTRE

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF *THE BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985 c. B-3, AS AMENDED AND SECTION 55 of *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c. C280

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA,

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10088048 MANITOBA LTD. carrying on business as MANO'S PIZZA,
CLEAR LAKE GAS & BIKE RENTALS and
UPPER CUP CAFÉ,

Respondents.

NOTICE OF APPLICATION

TO THE RESPONDENTS: **10088048 MANITOBA LTD.**
10088048 MANITOBA LTD. c/o/b as MANO'S PIZZA,
CLEAR LAKE GAS & BIKE RENTALS and UPPER CUP CAFÉ,

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing before the PRESIDING JUDGE ON WEDNESDAY, NOVEMBER 18, 2026 at 9:00 a.m., at the Law Courts Complex, 408 York Avenue in Winnipeg, Manitoba.

IF YOU WISH TO OPPOSE THIS APPLICATION, you or a Manitoba lawyer acting for you must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must serve a copy of the evidence on the Applicant's lawyer

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or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but not later than 2:00 p.m. on the day before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

November , 2026

Issued by Kristinn Sandison

Digitally signed by Kristinn Sandison
Date: 2026.11.10 08:45:07 -05:00'

Deputy Registrar

Deputy Registrar
408 York Avenue
Winnipeg, MB
R3C 0P9

TO: **10088048 MANITOBA LTD. and the said 10088048 MANITOBA LTD. c/o/b as MANO'S PIZZA, CLEAR LAKE GAS & BIKE RENTALS and UPPER CUP CAFÉ**
c/o 6 Sunset Place
Brandon, MB R7B 4G4

AND TO: SERVICE LIST (as attached)

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APPLICATION

1. THE APPLICANT MAKES APPLICATION FOR:

(a) An Order abridging the time for service of the within Application or alternatively, validating and/or dispensing with service;

(b) An Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and section 55 of *The Court of King's Bench Act*, C.C.S.M. c. C280 (the "**KBA**"), that BDO Canada Limited ("**BDO**") be appointed Receiver and Manager (the "**Receiver**"), without security, of all of the assets, undertakings and properties of the Respondents, 10088048 MANITOBA LTD. and the said 10088048 MANITOBA LTD. carrying on business as MANO'S PIZZA, CLEAR LAKE GAS & BIKE RENTALS and UPPER CUP CAFÉ (collectively the "**Debtor**") comprising, located at, arising from, or in any way relating to a business carried on by the Debtor, including all proceeds thereof (the "**Property**") with the authority to act as more particularly set out in the draft form of Order attached to this Notice of Application as Schedule "A";

(c) Costs of this Application;

(d) Such further and other relief as the circumstances of this proceeding may require and as this Honourable Court may deem just.

2. THE GROUNDS FOR THE APPLICATION ARE:

(a) Business Development Bank of Canada ("**BDC**") is a bank duly incorporated pursuant to the provisions of *The Business Development Bank of Canada Act*, S.C. 1995, c. 28 and is entitled to and does carry on business in the Province of Manitoba.

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(b) The Debtor is a corporation incorporated pursuant to the laws of the Province of Manitoba, and at all material times hereto carried on business in the townsite of Wasagaming, in Riding Mountain National Park, in the Province of Manitoba under the registered business names Mano's Pizza, Clear Lake Gas & Bike Rentals and Upper Cup Café;

(c) At all material times hereto, Meng Luo ("**Meng**") is the sole officer, director and shareholder of the Debtor;

(d) On or about April 15, 2025, BDC and the Debtor entered into a loan agreement ("**the Loan**") whereby BDC agreed to loan the Debtor the principal sum of $1,264,000.00 plus interest at BDC's floating base rate established from time to time plus 1.0% per year until payment in full;

(e) It was a term of the Loan, *inter alia*, that if the Debtor defaulted under the Loan, the full amount of the Loan shall become forthwith due and payable to BDC;

(f) Pursuant to a lease between His Majesty the King in Right of Canada and the Debtor, the Debtor is the lessee of the land and premises commonly known as 120 Wasagaming Drive, Wasagaming, Manitoba (the "**Lease**"), and legally described as:

> THE WHOLE OF LOT TWELVE (12) IN BLOCK TWENTY-SIX (26) IN WASAGAMING TOWNSITE, IN RIDING MOUNTAIN NATIONAL PARK OF CANADA, IN THE PROVINCE OF MANITOBA, AS SAID LOT IS SHOWN ON A PLAN OF RECORD NUMBER 39730 IN THE CANADA LAND SURVEYS RECORDS AT OTTAWA, ONTARIO
>
> (the "**Wasagaming Property**");

(g) In consideration of the Loan, and as security for the repayment thereof, BDC holds, *inter alia*, the following security:

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(i) a Mortgage of Lease against the Wasagaming Property, registered in the Manitoba Personal Property Registry on October 2, 2025 as No. 202517631703;

(ii) a first charge security interest in all of the Debtor's present and after acquired personal property pursuant to a General Security Agreement, registered in the Manitoba Personal Property Registry on October 2, 2025 as No. 20251763170;

(iii) a personal guarantee signed by Meng on August 13, 2025;

(collectively, the "**Security**");

(h) The terms and conditions of the Loan (the "**Terms and Conditions**") provide that if the Debtor fails to pay any amount owing or fails to comply with or to perform any term or covenant under the Loan, the full balance of the Loan is forthwith due and payable by the Debtor to BDC on demand;

(i) The Debtor made default under the Loan by, *inter alia*, failure to make required payments of principal and interest under the Loan;

(j) On April 22, 2026, BDC made demand under the Loan and served a Notice of Intention to Enforce Security under the BIA;

(k) Despite demands, the Loan remains due and payable in full pursuant to the Terms and Conditions;

(l) In addition, the Debtor defaulted under the Loan and the Security by, *inter alia*, failing to maintain insurance on the Wasagaming Property;

(m) The Debtor did not operate the business during the summer of 2026 and effectively ceased business operations in November 2025. Thereafter the Debtor has

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attempted to privately sell the Wasagaming Property and its business, however it has been unable to do so;

(n) BDC wishes to appoint BDO as Receiver over the Property (including the Wasagaming Property) and BDO has consented to its appointment;

(o) The best way of facilitating the work and duties required of the Receiver is through a court appointment;

(p) BDC requires the appointment of a Receiver to protect the Property, assess available alternatives and develop an immediate and timely liquidation strategy;

(q) The appointment of a Receiver will increase the likelihood of maximizing the timely return on and preserving the Property for the overall benefit of interested stakeholders, including BDC;

(r) The appointment of a Receiver is just and convenient;

(s) It is impractical prior to the hearing of this Application to effect service on all persons who may have an interest in this proceeding;

(t) *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, s. 243(1);

(u) *The Court of King's Bench Act*, C.C.S.M. c. c280, s. 55;

(v) *Court of King's Bench Rules,* ManReg 553/88, Rules 2.03, 3.02., 14.05, 16.04(1), 16.08(1), and 38, as amended; and

(w) Such further and other grounds as counsel may advise and this Honourable Court may permit.

3. THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:

(a) The Affidavit of Masato DeGuchi, to be filed;

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(b) The Consent of the proposed Receiver and Manager, BDO Canada Limited; and

(c) Such further and other evidence as counsel may advise and as this Honourable Court may permit.

November 6, 2026

PITBLADO LLP
Barristers & Solicitors
2500 - 360 Main Street
Winnipeg, Manitoba
R3C 4H6

Phone No. (204) 956-0560
Fax No. (204) 957-0227
howden@pitblado.com

Catherine E. Howden
Counsel for the Applicant

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Schedule A

File No. CI 26-01-

THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE BANKRUPTCY AND INSOLVENCY ACT R.S.C. 1985, c. B-3 AS AMENDED AND SECTION 55 of *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c. C280

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA,

Applicant,

- and -

10088048 MANITOBA LTD. and the said
10088048 MANITOBA LTD. carrying on business as MANO'S PIZZA,
CLEAR LAKE GAS & BIKE RENTALS and
UPPER CUP CAFÉ,

Respondents.

ORDER
(Appointing Receiver)

PITBLADO LLP
2500 - 360 Main Street
Winnipeg, Manitoba
R3C 4H6

Catherine E. Howden

Phone No. (204) 956-3532
Fax No. (204) 957-0227
Email. howden@pitblado.com
(File No. 10329/182)

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File No. CI 26-01-58000

THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE BANKRUPTCY AND INSOLVENCY ACT R.S.C. 1985, c. B-3 AS AMENDED AND SECTION 55 of *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c. C280

THE HONOURABLE) Wednesday, the 18th day
)
JUSTICE CHARTIER) of November, 2026
)

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA,

Applicant,

- and -

10088048 MANITOBA LTD. and the said
10088048 MANITOBA LTD. carrying on business as MANO'S PIZZA,
CLEAR LAKE GAS & BIKE RENTALS and
UPPER CUP CAFÉ,

Respondents.

ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant for An Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and section 55 of *The Court of King's Bench Act*, C.C.S.M. c. C280 (the "**KBA**"), that BDO Canada Limited ("**BDO**") be appointed Receiver and Manager (in such capacity the "**Receiver**"), without security, of all of the assets, undertakings and property of 10088048 Manitoba Ltd. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

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ON READING the Affidavit of Masato DeGuchi affirmed _____, 2026, and on hearing the submissions of counsel for the Applicant, no one appearing for the Debtor although duly served as appears from the Affidavit of Service of Chantale DeBlois affirmed _____, 2026, and on reading the consent of BDO to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA, and Section 55 of the KBA, BDO is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical

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inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all rents, monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such rents, monies and accounts, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to undertake environmental or workplace safety and health assessments of the Property and operations of the Debtor;

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(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $100,000.00, provided that the aggregate consideration for all such transactions does not exceed $500,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 59(10) of *The Personal Property Security Act* (Manitoba), ("**PPSA**") or section 134(1) of *The Real Property Act* (Manitoba), as the case may be, shall not be required.

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(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(r) to exercise any shareholder, partnership, joint venture, landlord or other rights which the Debtor may have;

(s) to assign the Debtor into bankruptcy pursuant to the BIA; and

(t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

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DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, online storage space or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained in or on a computer or in or on another electronic system of information storage, online or otherwise, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to make use of and to recover and fully copy, store and preserve all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving, copying and storing the information as the Receiver in its discretion

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deems expedient, and shall not alter, erase, destroy or delete any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court provided; however, that nothing in this Order shall affect a Regulatory Body's investigation in respect of the Debtor or an action, suit or proceeding that is taken in respect of the Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body of the Court. **"Regulatory Body"** means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

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NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data and data storage services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the

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Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information

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to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, *The Environment Act* (Manitoba), *The Water Resources Conservation Act* (Manitoba), *The Contaminated Sites Remediation Act* (Manitoba), *The Dangerous Goods Handling and Transportation Act* (Manitoba), *The Public Health Act* (Manitoba) or *The Workplace Safety and Health Act* (Manitoba), and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except

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for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of this Court, but nothing herein shall fetter this Court's discretion to refer such matters to an Associate Judge of this Honourable Court.

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount

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does not exceed $200,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the Applicant and the Receiver be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile or electronic transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or notice by courier, personal delivery or electronic

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transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

25. THIS COURT ORDERS that counsel for the Receiver shall prepare and keep current a service list (**"Service List"**) containing the name and contact information (which may include the address, telephone number and facsimile number or email address) for service to: the Applicant; the Receiver; and each creditor or other interested Person who has sent a request, in writing, to counsel for the Receiver to be added to the Service List. The Service List shall indicate whether each Person on the Service List has elected to be served by email or facsimile, and failing such election the Service List shall indicate service by email. The Service List shall be posted on the website of the Receiver at the address indicated in paragraph 26 herein. **For greater certainty, creditors and other interested Persons who have received notice of this Order and who do not send a request, in writing, to counsel for the Receiver to be added to the Service List, shall not be required to be further served in these proceedings.**

26. THIS COURT ORDERS that the Applicant, the Receiver, and any party on the Service List may serve any court materials in these proceedings by facsimile or by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Receiver may post a copy of any or all such materials on its website at www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/10088084 MB Ltd. Service shall be deemed valid and sufficient if sent in this manner.

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to

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give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a solicitor-client basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

November , 2026

J.

I, CATHERINE HOWDEN OF THE FIRM OF PITBLADO LLP, COUNSEL FOR THE APPLICANT BUSINESS DEVELOPMENT BANK OF CANADA, HEREBY CERTIFY THAT I HAVE RECEIVED THE CONSENTS AS TO FORM OF THE FOLLOWING PARTIES: ROSS McFADYEN OF THOMPSON DORFMAN SWEATMAN LLP, COUNSEL FOR BDO CANADA LIMITED AS DIRECTED BY THE HONOURABLE JUSTICE CHARTIER.

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SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that BDO CANADA LIMITED the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of the Respondent 10088048 MANITOBA LTD., comprising, located at, arising from, or in any way related to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of The Court of King's Bench, Winnipeg Centre (the "**Court**") dated the 18th day of November, 2026 (the **"Order"**) made in an action having Court file number CI26-01-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ***, ***.

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5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2026.

BDO CANADA LIMITED, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____
Name: Brent Warga, CPA, CA, CIRP, LIT, CFE
Title: Senior Vice President

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File No. CI 26-01-

THE KING'S BENCH
WINNIPEG CENTRE

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF *THE BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 c. B-3, AS AMENDED AND SECTION 55 of *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c. C280

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA,

Applicant,

-and-

10088048 MANITOBA LTD. and the said
10088048 MANITOBA LTD. carrying on business as MANO'S PIZZA,
CLEAR LAKE GAS & BIKE RENTALS and
UPPER CUP CAFÉ,

Respondents.

SERVICE LIST
AS AT NOVEMBER 5, 2026

PITBLADO LLP
2500 - 360 Main Street
Winnipeg, Manitoba
R3C 4H6

Catherine E. Howden

Phone No. (204) 956-3532
Fax No. (204) 957-0227
Email. howden@pitblado.com

(File No. 10329.182)

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File No. CI 26-01-

THE KING'S BENCH
WINNIPEG CENTRE

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF *THE BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 c. B-3, AS AMENDED AND SECTION 55 of *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c. C280

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CLEAR LAKE GAS & BIKE RENTALS and
UPPER CUP CAFÉ,

Respondents.

SERVICE LIST

Party/Counsel	Telephone	Email	Party Represented
10088048 MANITOBA LTD. c/o 6 Sunset Place Brandon, MB R7B 4G4 Attention: Peng "Patrick" Sun Power of Attorney Attention: Meng Luo Director and President	431-373-6512	mengmeng807@hotmail.com	Respondents
Business Development Bank of Canada Attention: Masato DeGuchi Business Account Manager	604-676-7026	masato.deguchi@bdc.ca	Applicant

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Party/Counsel	Telephone	Email	Party Represented
PITBLADO LLP 2500-360 Main Street Winnipeg, MB R3C 4H6 **Catherine Howden**	204-956-3532	howden@pitblado.com	Counsel for the Applicant
MANITOBA JUSTICE Civil Legal Services 301-310 Broadway Avenue Winnipeg, MB R3C 3L6 **Shelley Haner**	204-792-6471	shelley.haner@gov.mb.ca	Counsel for the Minister of Finance
SURREY NATIONAL VERIFICATION AND COLLECTION CENTRE CANADA REVENUE AGENCY 9755 King George Boulevard Surrey BC V3T 5E1	1-866-891-7403	1-833-697-2390 (fax)	Canada Revenue Agency
DEPARTMENT OF JUSTICE (CANADA) 601-400 St. Mary Avenue Winnipeg, MB R3C 4K5 **Timothy Doyle**	431-489-8662	Timothy.doyle@justice.gc.ca	Counsel for His Majesty in Right of Canada
BDO CANADA LIMITED 201 Portage Ave, 26th Floor Winnipeg, MB R3B 3K6 **Brent Warga** **John Fritz**	204-220-3666 204-282-9716	bwarga@bdo.ca jfritz@bdo.ca	Proposed Receiver
THOMPSON DORFMAN SWEATMAN LLP 242 Hargrave Street #1700 Winnipeg, MB R3C 0T8 **Ross McFadyen**	204-934-2378	ram@tdslaw.com	Counsel for Proposed Receiver

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Party/Counsel	Telephone	Email	Party Represented
RIDING MOUNTAIN FIELD UNIT PARKS CANADA / GOVERNMENT OF CANADA P.O. Box 299, 135 Wasagaming Drive Onanole, MB R0J 1N0 **Jacquie Pereira**	204-848-7207	jacquie.pereira@pc.gc.ca	Riding Mountain Field Unit Parks Canada

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